



Box M/#

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent No. 6,577,403

: Office of Petitions

Issued: January 10, 2003

Application of: Jerome Primot et al

: Attorney's Docket No. 19133

Serial No. 09/592,963

Filed: June 13, 2000

For: ACHROMATIC OPTICAL  
INTERFEROMETER WITH  
CONTINUOUSLY ADJUSTABLE  
SENSITIVITY

USPTO  
RECEIVED  
DIVISION  
2012 APR 24 PM 2:55  
4680.00 OP

04/26/2012 DALLIN 00000003 6977403

01 FC:1599

PETITION TO REVIVE-UNAVOIDABLE

Mail Stop: Petitions  
Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

In accordance with the provisions of 37 CFR §1.378(b), Petitioner, ONERA (Office National d'Etudes et de Recherches Aeronautiques), owner of the subject patent, hereby requests that the Director of the Office declare that the expiration of the subject patent for failure to timely pay the first and second maintenance fees was the result of an unavoidable delay, and that the patent be revived.

Petitioner submits herewith the required first and second maintenance fees, the late surcharge, and a showing that the delay was unavoidable, since reasonable care was taken to ensure that the maintenance fee would be paid timely. This petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

In support of this Petition, there are submitted herewith the Declarations of Roland Lapoux and Sandrine Hamour of the firm of MARTINET & LAPOUX, of Paris, France, which was responsible for the payment of the first maintenance fee, Daniel David of the firm of GEVERS FRANCE, of Paris, France, and Anne Hottat, of

GEVERS RENEWALS, of Diegem, Belgium, a branch of GEVERS FRANCE, which was responsible for payment of the Second Maintenance fee.

Petitioner respectfully contends that it made timely transfers of the appropriate funds to its French representatives for the proper payments of the first and second maintenance fees, and that, as a consequence of a series of inadvertent administrative errors, its French representatives failed to effect the actual transfer of these funds to the U.S. Patent and Trademark Office. It has always been the intention of Petitioner to maintain the subject patent in force. (Exhibit 4)

USPTO  
RECEIPTS ACCOUNTING  
DIVISION  
2012 APR 24 PM 2:52

(1) First Maintenance Fee

(a) On June 28, 2006, prior to the December 10, 2006, first maintenance fee payment deadline, the firm of MARTINET & LAPOUX, of Paris, France, sent Petitioner a notice of maintenance fees due in October, November and December, 2006 (Exhibit 1).

(b) On October 23, 2006, MARTINET & LAPOUX, sent its bill to Petitioner in the amount of 1639.27 Euros (Exhibit 2), covering the cost of the first maintenance fee. This invoice confirmed that Petitioner had authorized payment on July 7, 2006. Normally, this invoice would have been generated after MARTINET & LAPOUX had received a bill from DENNEMEYER & CO. of Luxembourg, following transmittal of the maintenance fee to the U.S. Patent and Trademark Office. (Hamour Statement, Paragraph 4)

(c) On November 13, 2006, MARTINET & LAPOUX entered in its accounting records the receipt of 1639.27 Euros from Petitioner (Exhibit 11). This sum appeared as a deposit on the bank statement of MARTINET & LAPOUX of November 10, 2006 (Exhibit 12), as a credit on the MARTINET & LAPOUX accounting records on January 30, 2007 (Exhibit 13), and as a debit on the MARTINET & LAPOUX Journal on April 6, 2007 (Exhibit 14).

(d) Ms. Sandrine Hamour declares:

"I do not remember to point out any mistake or anomaly in the ONERA account and the Dennemeyer account for 2006." (Hamour Statement, Paragraph 6).

(e) Following her recent review, Ms. Henriette Buillas reported on January 29, 2012, that "Dennemeyer did not receive Martinet & Lapoux Office instructions between 2006 and 2007 to pay the first maintenance fee. They have this patent in their database since June 13, 2009." (Exhibit 6)

(f) Mr. Roland Lapoux declares that:

"The default in paying the maintenance fee, i.e., the absence of instruction letter from MARINET & LAPOUX to DENNEMEYER & Co. and an official statement of payment in the portfolio for December 2006, is incomprehensible and surprising, as the employees responsible for the maintenance fee management invoiced a maintenance fee only after having received a payment instruction confirmation or a payment proof, as an official statement of payment from USPTO from DENNEMEYER & Co." (Lapoux Statement, Paragraph 15)

"It is also incomprehensible and surprising that the maintenance fee management software (now destroyed) in MARTINET & LAPOUX allowed to maintain in force US patent 6,577,403 and to edit the invoice of October 23, 2006 without probably storing a date of payment of the first maintenance fee." (Lapoux Statement, Paragraph 16)

(2) Second Maintenance Fee

(a) On April 1, 2008, MARTINET & LAPOUX merged with BLOCH & BONNETAT, which became BLOCH & GEVERS, the French branch of S.A. BUREAU GEVERS. Beginning on July 1, 2008, management of the patent maintenance fees of MARTINET & LAPOUX clients was maintained by GEVERS RENEWALS and BLOCH & GEVERS. (Lapoux Statement, Paragraphs 8 and 9) On February 16, 2009, BLOCH & GEVERS authorized GEVERS RENEWALS to assume responsibility for the payment of maintenance fees for the subject U.S. Patent No. 6,577,403. (Exhibit 3)

(b) On September 2, 2010, GEVERS RENEWALS advised Petitioner that the second maintenance fee was coming due on December 10, 2010 (Exhibit 7). It was the established procedure between Petitioner and GEVERS RENEWALS that if no instructions were received, GEVERS RENEWALS would proceed with payment. (David Statement, Paragraph 3) On November 26, 2010, GEVERS RENEWALS authorized DENNEMEYER & CO. to pay this fee. (Exhibit 8), and on December 7, 2010, DENNEMEYER & CO. presented to GEVERS RENEWALS its invoice in the

amount of 1,967.86 for payment of the second maintenance fee, (Exhibit 9), and on December 10, 2010, an invoice to Petitioner was generated by GEVERS RENEWALS in the amount of 2221.00 Euros. (Exhibit 15)

(c) GEVERS RENEWALS then received a credit memo from DENNEMEYER CO. dated December 14, 2020, in the amount of 1942.66 Euro, which included the notation that patent No. 6,577,403 had "expired for non-payment on 06/10/2007." (Exhibit 10)

(d) The payment by Petitioner of the invoice of December 10, 2010 (Exhibit 15) was received by GEVERS RENEWALS on January 3, 2011. (Hottat Statement, Paragraph 6). Anne Hottat states that:

"I noted that I had to make a credit note to ONERA for the reimbursement of the fee; Due to a temporary heavy burden of work, I decided not to send the letter immediately be the credit note remained untreated and the amount of 1942.86 € was not refunded." (Hottat Statement, Paragraph 7.)

(e) Daniel David states that:

"The person in charge of the administration of the fees at GEVERS RENEWALS wrongly considered that the patent was voluntarily abandoned and did not investigate further." (David Statement, Paragraph 7)

### (3) Discovery by Petitioner of Patent Expiration

(a) On January 13, 2012, Petitioner sent an E-mail to GEVERS RENEWALS, advising that it had unexpectedly discovered that the U.S. patent No. 6,577,403 had expired following the non-payment of an annuity. This E-mail was acknowledged by Daniel David on January 18, 2016. (Exhibit 4)

(b) The undersigned attorney was contacted about this matter on January 27, 2012, and an opinion was rendered by counsel to client on January 27, 2012.

(c) On March 7, 2012, client authorized counsel to proceed with the preparation and filing of the Petition to Revive, whereupon counsel and client have collaborated in collecting the appropriate Declarations, Exhibits, and English translations, and the transfer of the appropriate funds.

(d) The undersigned attorney states that this petition has been prepared and "filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent."

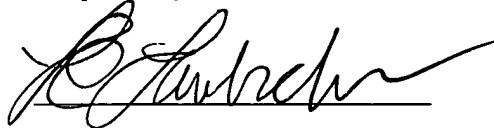
(4) Conclusion

For the reasons set for above, it is courteously requested that the Director declare that the delay in providing the first and second maintenance fees be declared unavoidable, and that the subject patent be revived.

Favorable action is courteously solicited.

The first and second maintenance fees and the Government late surcharge are submitted herewith. Please charge any addition Government fees resulting to our Account No. 50-5773.

Respectfully submitted,



April 18, 2012

Lawrence E. Laubscher, Sr.  
Customer Service No. 26480  
Reg No. 18202  
Laubscher & Laubscher, P.C.  
1160 Spa Road  
Annapolis, MD 21403  
Phone: 410-280-6608  
Fax: 410-280-6758

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CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being transmitted by First Class Mail to: Mail Stop: Petitions, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 via EFS-web on April 18, 2012.

Signature:   
Lawrence E. Laubscher, Sr.



## STATEMENT

I, Roland LAPOUX, manager of MARTINET & LAPOUX, 16 Chemin du Vivier, 78310 MAUREPAS, FRANCE, a French industrial property office up to April 1, 2008, and French IP attorney in BLOCH & GEVERS office, become BLOCH & BONNETAT, then GEVERS FRANCE (23 bis rue de Turin, 75009 PARIS, FRANCE), the French branch of the GEVERS GROUP, between April 1, 2008 and December 31, 2011, hereby declare

That this statement is made to file a petition to accept an "unavoidably" delayed payment under 37 CFR 1.378(b) relating to the first maintenance fee (due by December 10, 2006) of the following expired US patent, and therefore to reinstate this US patent:

Patent No.: 6,577,403 B1

Title: ACHROMATIC OPTICAL INTERFEROMETER WITH CONTINUOUSLY ADJUSTABLE SENSIVITY

Inventors: Jérôme PRIMOT and Nicolas GUERINEAU

Assignee: ONERA (Office National d'Etudes et de Recherches Aérospatiales),

29-avenue de la Division Leclerc, 92 CHATILLON, FRANCE

Application No.: 09/592,963

Filed: June 13, 2000

Date of patent : June 10, 2003

Priority Data: June 17, 1999 (FR) 99 07804.

The steps taken to ensure payment of the first maintenance fee are as follows:

1. From June 2000, ONERA entrusts MARTINET & LAPOUX with the preparation, filing, examination and grant of the above patent and designates Lawrence E. LAUBSCHER as US Attorney.

2. On June 28, 2006: MARTINET & LAPOUX sent the patentee, ONERA (attention of Hervé LACHAUD), a three-monthly remind (Exhibit 1) relating to maintenance fees of French and foreign patents with payment dates on October, November and December 2006, including above-mentioned US patent 6,577,403.

3. On July 7, 2006 (according the invoice of October 23, 2006): instructions to pay the fourth quarter 2006 maintenance fees of French and foreign patents from ONERA to MARTINET & LAPOUX.

4. August to October 2006: reminds of foreign patent maintenance fees with payment dates on December 2006 by DENNEMEYER & Co (55 rue des Bruyères, L-1274 Howald, LUXEMBOURG) to MARTINET &

LAPOUX, and payment instructions for foreign patent maintenance fees from MARTINET & LAPOUX to DENNEMEYER & Co.

5. Invoice 06/0066578 of October 23, 2006 (Exhibit 2) about payment the maintenance fee of US patent 6,577,403 in accordance with ONERA instructions of July 03, 2006

6. On December 10, 2006: due date for the maintenance fee of US patent 6,577,403.

7. On March 19, 2008: client presentation contrast between S.A. BUREAU GEVERS (Rue de Livourne, 7 à 1060 – Bruxelles, BELGIUM) and MARTINET & LAPOUX.

8. On April 1, 2008: transfer of the MARTINET & LAPOUX activity to BLOCH & GEVERS office, become BLOCH & BONNETAT, then GEVERS FRANCE (23 bis rue de Turin, 75009 PARIS, FRANCE) according to the corporate contrast dated March 19, 2008, S.A. BUREAU GEVERS having entrusted BLOCH & GEVERS (the French branch of S.A. BUREAU GEVERS) with the management of MARTINET & LAPOUX clients.

MARTINET & LAPOUX ceased to have any employee from April 1, 2008.

9. From July 1, 2008: management of all the patent maintenance fees for the MARTINET & LAPOUX clients by the division GEVERS RENEWALS in GEVERS (Holidaystraat 5, B-1831 Diegem – Bruxelles, BELGIUM) and BLOCH & GEVERS.

10. On February 16, 2009: request (Exhibit 3) from BLOCH & GEVERS to take responsibility for the maintenance fees of US patent 6,577,403 by division GEVERS RENEWALS in GEVERS.

11. On January 1, 2012: I ceased activity in the industrial property field.

12. On January 16, 2012: GEVERS FRANCE forwarded to MARTINET & LAPOUX, i.e. myself, (Exhibit 4) an email of January 13, 2012 from Hervé LACHAUD, ONERA, having established by online consultation of USPTO patent bibliographic data that above-mentioned US patent 6,577,403 expired for failure to pay maintenance fee.

GEVERS FRANCE informed MARTINET & LAPOUX by phone interviews that USPTO had refused the payment of the maintenance fee of US patent 6,577,403 due by December 10, 2010.

13. January 17 to 20, 2012:

I confirmed failure to pay maintenance fee of US patent 6,577,403 on the USPTO website (Exhibit 5) and therefore expiration of the patent on June 10, 2007 (due date + six-month grace period) and expiration of the unintentional delayed payment of the maintenance fee on June 10, 2009 (due date (December 10, 2006) + 6 + 24 months).

I searched through maintenance fee and account archives of MARTINET & LAPOUX between July 2006 and June 2007 for evidences of the payment of the maintenance fee.

I only found:

- Letter of June 28, 2006 (Exhibit 1) sent the patentee, ONERA (attention of Hervé LACHAUD) relating to three-monthly maintenance fees of French and foreign patents with payment dates on October, November and December 2006;

- Invoice 06/0066578 of October 23, 2006 (Exhibit 2) confirming payment the maintenance fee of US patent 6,577,403 in accordance with ONERA instructions of July 03, 2006.

Particularly I did not find in the maintenance fee portfolio for December 2006, the letters relating to seven foreign patents and accompanying the letter of June 28, 2006 addressed by MARTINET & LAPOUX to ONERA (Exhibit 1), the instructions to pay the maintenance fee of US patent 6,577,403 to DENNEMEYER & Co and an official statement proving the payment of the maintenance fee.

I checked that the maintenance fee payments for the foreign patents with a due date within December 2006 were correct. E.g., for US, I only found

US patent No. 6,575,658 (patentee: NACAM FRANCE S.A.) having as due date December 10, 2006 for the first maintenance fee and the "MAINTENANCE FEE STATEMENT" from USPTO dated "RAMPS 12/01/2006 04:22:39 AM EST", forwarded by DENNEMEYER & Co; and

US patent No. 6,578,872 (patentee: NACAM FRANCE S.A.) having as due date December 17, 2006 for the first maintenance fee and the "MAINTENANCE FEE STATEMENT" from USPTO dated "RAMPS 12/08/2006 03:52:52 AM EST", forwarded by DENNEMEYER & Co.

14. On January 23, 2012, GEVERS FRANCE sent to MARTINET & LAPOUX the following email (Exhibit 6):

DENNEMEYER & Co received no instructions from MARTINET & LAPOUX between 2006 and 2007 to pay the maintenance fee. US patent 6,577,403 was stored in DENNEMEYER & Co database only from June 13, 2009.

This date is consistent with

The request of February 16, 2009 from BLOCH & GEVERS to take responsibility for the maintenance fees of US patent 6,577,403 by division GEVERS RENEWALS that also forwards maintenance fee payment instructions to DENNEMEYER & Co; and



The recent event mention: "09/16/2009, Payor Number Assigned" included in the Patent Bibliographic Data from USPTO.

The date of June 13, 2009 unfortunately occurred 3 days after June 10, 2009 to revive the patent on the basis of an "unintentional" delay.

15. The default in paying the maintenance fee, i.e. the absence of instruction letter from MARTINET & LAPOUX to DENNEMEYER & Co and an official statement of payment in the portfolio for December 2006, is incomprehensible and surprising, as the employees responsible for the maintenance fee management invoiced a maintenance fee only after having received a payment instruction confirmation or a payment proof, as an official statement of payment from USPTO, from DENNEMEYER & Co.

16. It is also incomprehensible and surprising that the maintenance fee management software (now destroyed) in MARTINET & LAPOUX allowed to maintain in force US patent 6,577,403 and to edit the invoice of October 23, 2006 without probably storing a date of payment of the first maintenance fee.

17. It is also surprising that USPTO stored on September 16, 2009 DENNEMEYER & Co as "address for fee purposes" for a patent having expired on June 10, 2007 and did not inform DENNEMEYER & Co of this expiration date.

18. Subsequently, I requested to LAUBSCHER & LAUBSCHER through GEVERS FRANCE to prepare the documents required to reinstate the patent.

GEVERS FRANCE informed me that another statement will be filed with the petition to accept an "unavoidably" delayed payment under 37 CFR 1.378(b) and will relate to the second maintenance fee (due by December 10, 2010) of the expired US patent 6,577,403.

19. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. § 1001 of the United States Code.

February 16, 2012

  
Roland LAPOUX

Encl.: Exhibits 1 to 6 (PDF with signets).



## STATEMENT

I, Sandrine HAMOUR, bookkeeper of GEVERS FRANCE (23 bis rue de Turin, 75009 PARIS, FRANCE), the French branch of the GEVERS GROUP, hereby declare

That this statement is made in relation to Roland LAPOUX and Daniel DAVID statements to file a petition to accept an "unavoidably" delayed payment under 37 CFR 1.378(b) relating to the first maintenance fee (due by December 10, 2006) of the following expired US patent, and therefore to reinstate this US patent:

Patent No.: 6,577,403 B1

Title: ACHROMATIC OPTICAL INTERFEROMETER WITH CONTINUOUSLY ADJUSTABLE SENSIVITY

Inventors: Jérôme PRIMOT and Nicolas GUERINEAU

Assignee: ONERA (Office National d'Etudes et de Recherches Aérospatiales),  
29-avenue de la Division Leclerc, 92 CHATILLON, FRANCE

Application No.: 09/592,963

Filed: June 13, 2000

Date of patent : June 10, 2003

Priority Data: June 17, 1999 (FR) 99 07804.

In 2006, I was bookkeeper and annuity clerk of the MARTINET & LAPOUX office and used the bookkeeping software and the annuity management software of the MARTINET & LAPOUX office.

1. On June 28, 2006, I sent the patentee, ONERA (attention of Hervé LACHAUD), a three-monthly remind (Exhibit 1) relating to maintenance fees of French and foreign patents with payment dates on October, November and December 2006, including above-mentioned US patent 6,577,403.

2. On July 7, 2006, according the invoice of October 23, 2006 (Exhibit 2), I received instructions to pay the fourth-quarter-2006 maintenance fees of French and foreign patents from ONERA.

3. Between August and October 2006, I received from DENNEMEYER & Co (55 rue des Bruyères, L-1274 Howald, LUXEMBOURG) reminds of maintenance fees with payment dates on December 2006 for foreign patents managed by MARTINET & LAPOUX, and I sent payment instructions for maintenance fees of foreign patents managed by MARTINET & LAPOUX to DENNEMEYER & Co.

4. On October 23, 2006, I edited an invoice 06/0066578 (Exhibit 2) about payment the maintenance fee of US patent 6,577,403 in accordance with ONERA instructions of July 03, 2006. The charge of Dennemeyer of 1092.50 € about included the first maintenance fee of 900 \$ converted in Euro and the Dennemeyer services fee and were automatically computed by the maintenance fee management software. I normally edited an invoice of this type when I received a payment confirmation of the maintenance fee from DENNEMEYER & Co.

5. On November 13, 2006, I scanned the bank account of MARTINET & LAPOUX, I printed the bank wire transfer of 1639.27 Euros dated November 10, 2006 from "ONERA Chatillon" (Exhibit 11), corresponding to invoice 06/0066578 (Exhibit 2), and I recorded this transfer as an internal transaction "B11010". Then on receipt of the bank statement N°155 (Exhibit 12) of MARTINET & LAPOUX bank account dated

SH

November 10, 2006, I verified the debit and credit columns on this statement and I particularly pointed the "ONERA Chatillon" transfer of November 10, 2006 (Exhibit 12: statement N° 155, page 2, end of "CREDIT in EUROS" column, line "10.11 VIREMT ONERA Chatillon") relating to the amount of 1639.27 Euros.

6. For preparing the 2006 balance of the MARTINET & LAPOUX office, I edited the subsidiary accounts of the clients, particularly the ONERA subsidiary account (Exhibit 13: in French "Grand-livre des tiers-Client") on January 30, 2007 indicating on the bottom of page 2 the ONERA transfer of November 10, 2006 (column Date, line "101106 ... B11010N") relating to the amount of 1639.27 Euros in the "credit" column; and I edited the bank special journal of November 2006 on April 06, 2007 (Exhibit 14) indicating on page 3, lines 7-8, the ONERA transfer "B11010" of November 10, 2006 (day column "101106") relating to the amount of 1639.27 Euros.

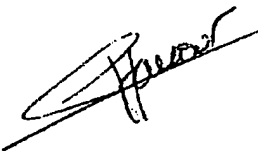
I do not remember to point out any mistake or anomaly in the ONERA account and the Denнемeyer account for 2006.

7. On April 1, 2008, I leaved the MARTINET & LAPOUX office and became a bookkeeper in BLOCH & GEVERS office, become BLOCH & BONNETAT, then GEVERS FRANCE.

8. From July 1, 2008, I ceased to manage the patent maintenance fees for the MARTINET & LAPOUX clients.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. § 1001 of the United States Code.

March 19, 2012.



Sandrine HAMOUR

Encl.: Exhibits 11 to 14.



## Statement

I, Daniel DAVID, manager of GEVERS FRANCE, 23 bis rue de Turin, Paris France,

Hereby declare

That this statement is made in relation to the petition filed by R. LAPOUX to accept an « unavoidably » delayed payment under 37 CFR 1.378(b) relating to the first maintenance fee of the following expired US patent and therefore to reinstate this US patent:

Patent: US 6,577,403 B1  
Title: Achromatic optical interferometer with continuously adjustable sensitivity.  
Inventors: J. PRIMOT and N. GUERINEAU,  
Assigne: ONERA (office national d'études et de recherches aérospatiales)  
Application: 09/592963  
Filed: June 13 2000,  
Date of patent: June 10, 2003,  
Priority data: June 17, 1999 (FR) 990784.

The steps taken to ensure payment of the second maintenance fee are as follows :

- 1) Reference is made to the statement filed by R. LAPOUX in support of his petition.
- 2) On September 2, 2010 GEVERS RENEWALS sent a reminder letter to ONERA for the payment of the second renewal fee of US 6,577,403- Exhibit 7.
- 3) According to an established procedure between Onera and GEVERS RENEWALS, if no reply to the contrary is given by ONERA then Gevers has to pay the renewal fee.
- 4) On November 26, 2010 GEVERS RENEWALS sent an instruction letter to DENNEMEYER & CO for the payment of the second renewal fee of US 6,577,403- Exhibit 8.
- 5) On December 7, 2010 GEVERS RENEWALS received an invoice from DENNEMEYER relating to the payment of the second renewal fee of US 6,577,403 - Exhibit 9.

- 6) On December 14 GEVERS RENEWALS received a credit note from DENNEMEYER with a mention that the patent expired for no-payment on 03/10/2007 - exhibit 10.
- 7) The person in charge of the administration of the fees at GEVERS RENEWALS wrongly considered that the patent was voluntarily abandoned and did not investigate further.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment or both under 18 U.S.C. §1001 of the United States Code.

February 29, 2012

Daniel DAVID

Encl. Exhibits 7-10



Statement

I, Anne Hottat, employee at the annuity department of GEVERS PATENTS, Intellectual Property House, Holidaystraat, 5; 1831 Diegem (Belgium) since 1988.

Hereby declare

That this statement is made to file a petition to accept an "unavoidably" delayed payment under 37 CFR 1,378(b) relating to the maintenance fee of the following expired US patent, and therefore to reinstate this US patent:

Patent: US 6,577,403 B1

Title: Achromatic optical interferometer with continuously adjustable sensitivity.

Inventors: J. PRIMOT and N. GUERINEAU,

Assignee: ONERA (office national d'études et de recherches aérospatiales)

Application: 09/592963

Filed: June 13 2000,

Date of patent: June 10, 2003,

Priority data: June 17, 1989 (FR) 990784.

The steps taken to ensure payment of the second maintenance fee are as follows:

- 1) On September 2, 2010, I sent a reminder letter to ONERA for the payment of the second renewal fee of US 6,577,403- Exhibit 7.
- 2) On November 26, 2010 I sent an instruction letter to DENNEMEYER & CO for the payment of the second renewal fee of US 6,577,403- Exhibit 8.
- 3) On December 7, 2010 I received an invoice from DENNEMEYER relating to the payment of the second renewal fee of US 6,577,403 – Exhibit 9 that I transferred to the accounting Department for payment to DENNEMEYER.
- 4) On December 14, 2010 I received a credit note from DENNEMEYER with a mention that the patent expired for non-payment on 03/10/2007 – exhibit 10;
- 5) I considered that ONERA abandoned the patent and did not investigate further;
- 6) GEVERS received the payment of ONERA on January 3, 2011.
- 7) I noted that I had to make a credit note to ONERA for the reimbursement of the fee; Due to a temporary heavy burden of work I decided not to send the letter immediately but the credit note remained untreated and the amount of 1942.86€ was not refunded;

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment or both under 18 U.S.C. §1001 of the United States Code.

February 29, 2012

Anne HOTTAT

**EXHIBIT 1**

St Quentin, June 28 2006

ONERA – Direction DAJ  
Attn: Mr. Hervé Lachaud  
Service des affaires juridiques  
BP 72  
92322 Chatillon Cedex

Our Ref.: rappelaonera4tri2006

**Quarterly statement**

**French and foreign annuities coming due on October, novembre and  
december 2006**

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Dear Sirs,

Please find herewith enclosed our annuities reminder letters regarding your patents  
or french and foreign patent applications due on **October, novembre and  
decembre 2006**.

Each annuities reminder letter has to be returned to us before **August 31,  
2006**.....  
.....  
.....

.....  
.....  
Head of annuities

Sandrine Hamour

Encl.: 10 annuities reminder letters of french patents  
7 annuities remonder letters of foreign patents

V3

# EXHIBIT 1

St Quentin, Le 28 juin 2006

O.N.E.R.A. - Direction DAJ  
A l'attention de Monsieur  
Hervé LACHAUD  
Service des Affaires Juridiques  
B.P. 72  
92322 CHATILLON CEDEX

N/Réf. : rappelaonera4tri2006

## ETAT TRIMESTRIEL

ANNUITES FRANCAISES ET ETRANGERES VENANT A ECHEANCE

EN OCTOBRE, NOVEMBRE ET DECEMBRE 2006

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Cher Monsieur,

Vous trouverez sous ce pli des lettres de rappel de vos brevets ou demandes de brevet français et étrangers venant à échéance aux mois de Octobre, Novembre et Décembre 2006.

Chaque lettre de rappel doit nous être retournée avant le 31 AOÛT 2006. Chacune des annuités des brevets ou demandes de brevet concernés sera payée à notre convenance entre la réception de vos instructions et son échéance.

Vous noterez que le dernier paragraphe dans les lettres de rappel ne vous concerne pas et la communication de vos instructions pour toutes les lettres de rappel doit intervenir avant la date indiquée ci-dessus.

Nous restons à votre entière disposition et vous prions de croire, Cher Monsieur, à l'assurance de nos sentiments les meilleurs.

Responsable Annuités  
Sandrine HAMOUR

P.J. : 10 lettres de rappel de brevets français  
7 lettres de rappel de brevets étrangers



## EXHIBIT 2

Conseils en Propriété Industrielle  
Mandataires en Brevets Européens  
Conseils européens en Marques

Cabinet Martinet & Lapoux

.....  
.....  
.....

O.N.E.R.A -DCV  
Dir, Nouveaux Développements  
29 av, de la Division Leclerc  
B.P. 72  
92322 CHATILLON Cédex

TVA N°FR64329450688

Saint-Quentin, October 23, 2006

According to your instructions of July 03, 2006, we proceeded with the payment of the above mentioned maintenance fee.

### Debit note n°06/006578

Type: Patent  
Country: United States of America  
Number: 09/592,963  
Filing date: 10 june 2003  
Owner: ONERA  
Title: Achromatic optical interferometer with continuously adjustable sensitivity  
Inventors: PRIMOT Jérôme  
GUERINEAU Nicolas  
Priority: FR99-07804 17 juin 1999

Maintenance fee paid : 1

Due date : 10 december 2006

Outlay: 1092.50€  
Fees: 278.13€  
.....  
Total payable: 1639.27€

# EXHIBIT 2

Conseil de Propriété Industrielle  
Membres en Charge Propriété  
Conseil de Propriété en Matière

## Cabinet Martinet & Lapoux

43 BOULEVARD VALENTIN  
92 405 CUYANDOURT  
P-18019 ST QUENTIN YVELINES CEDEX

TEL: (33) 01 30 64 90 00  
FAX: (33) 01 30 64 90 02  
e-mail: martinetlapoux.com

ONERA - DGV  
Dir. Nouveaux Développements  
29 av. de la Division Leduc  
B.P. 72  
92322 CHATILLON Cédex

TVA N° FR 04329450328

Saint-Quentin, le 23 octobre 2006

V/Réf.:  
N/Réf.: ONE0006 US

Conformément à vos instructions du 3 juillet 2006, nous avons procédé au paiement de la redevance annuelle ci-dessous référencée:

### FACTURE N° 08/006578

Type	Brevet d'invention
Pays	ETATS-UNIS D'AMERIQUE
Numéro	09/592.983V
Date de dépôt	10 juin 2003
Titulaire	ONERA (Office National d'Etudes et de Recherches Aérospatiales)
Titre	Interféromètre optique achromatique, du type à sensibilité c
Inventeurs	PRIMOT Jérôme GUERINEAU Nicolas
Priorité	FR 05-07204 17 juin 1999

Redevance payée 1 Echéance 10 décembre 2006

Débours	1032.50 €
Honoraires	278.13 €
TOTAL HT	1370.63 €
TVA 10.60 %	268.64 €

TOTAL TTC 1639.27 €

CETTE NOTE DE DEBIT CONCERNE DES HONORAIRES ET EVENTUELLEMENT DES AVANCES DE TAXES OFFICIELLES ET DES RETROCESSIONS D'HONORAIRES. POUR VOS REMERCIEMENTS D'EN EFFECTUER LE REGLEMENT AU COMPTANT  
CREDIT LYONNAIS : 30332 / 06209 / N° 0000000000 / 05 05 - LA POSTE : PARIS 15 219 57 8  
S.A.R.L. en capital de 30 490 € / SIREN 329 450 514 / Siège social : 43 25 Valentin - 92120 CUYANDOURT

**EXHIBIT 3**

Anne Hottat

Paris, February 16, 2009

Our Ref.: 5025673

**Request of taken charge of the annuities**

Country:	United States of America
Filing date:	13/06/2000
Application number:	09/592,963
.....	
.....	
.....	
Owner:	ONERA
.....	
.....	
.....	

Madam,

Please take the necessary steps to keep alive the patent application.

.....

.....

.....

**BLOCH & GEVERS**

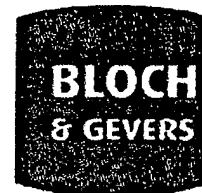


EXHIBIT 3

Anne Hottat

MORE THAN A MARK

Paris, le 16 février 2009

Our Ref.: 5025673

**DEMANDE DE PRISE EN CHARGE D'ANNUITES**

Pays:	Etats-Unis d'Amerique (USA) (issu d'un brevet EP)
Date de dépôt:	13/06/2000
Numéro de demande:	09/592,963
Numéro de publication:	
Date de publication:	
Numéro de délivrance:	6,577,403
Date de délivrance:	10/06/2003
Titulaire:	ONERA(Office National d'Etudes et de Rec
Titre:	Interféromètre optique achromatique, du type à sensibilité continûment réglable
Date de 1ère priorité:	17/06/1999
Correspondant annuités :	O.N.E.R.A. - DCV 29 av. de la Division Leclerc 92322 CHATILLON Cédex
Référence correspondant:	

Madame,

Nous vous prions de bien vouloir faire le nécessaire aux fins d'assurer le maintien en vigueur de la demande de brevet / du brevet en objet.

Nous vous remercions par avance d'accuser réception de ce message.

Bien cordialement,

BLOCH & GEVERS

EXHIBIT 4

From: Daniel David  
Sent: Monday 16 January 11:32  
To: DCV/2I-PI  
Cc: Roland LAPOUX; Henriette BUIILLAS; Martine BOURREAU  
Subject: RE:2120 US -Patent lapsed

.....  
.....  
  
Good morning M. Lachaux,

We acknowledge receipt of your message.

We proceed to the controls of our services et we will revert to you as soon as possible.

.....  
  
Daniel DAVID  
  
.....  
.....

From: DCV/2I-PI ..... Sent: Friday 13 January 2012 16:30  
To: Info Bloch  
Cc:  
.....  
.....

Ref.: US 6577403

Dear Sirs,

Unexpectedly by consulting the register of U.S. patents, I surprisingly found that the patent reference had fallen into the public domain following the non payment of an annuity (encl the attached document).

Please confirm this information by return.

If ONERA is lapsed of rights in this patent, please indicate which request of revival it has currently so that they are returned.

Your Office is in charge of the annuities payment of the patents of this family and ONERA has never given abandon instructions of this title deed, you will understand

) )  
that this dysfunction can not to be followed up, especially since it creates a damage considering the contract license is accrued whose this patent and its family are the subject.

Awaiting to reading you,

Hervé Lachaud.....

# EXHIBIT 4

From: Daniel DAVID  
Sent: lundi 16 janvier 2012 11:32  
To: DCV/2I-PI  
Cc: Roland LAPOUX; Henriëtte BUIILLAS; Martine BOURREAU  
Subject: RE: 2120 US - Déchéance de brevet

European, Benelux, French & Swiss Trade Mark and Design Attorneys European, Belgian,  
Dutch, French & Swiss Patent Attorneys

Bonjour M. Lachaux,

Nous accusons réception de votre message.

Nous procédons aux contrôles dans nos services et reviendrons vers vous aussitôt que possible.

Bien à vous.

--

Daniel DAVID

European & French Patent Attorney

GEVERS FRANCE

Rue de Turin, 23Bis  
75008 Paris (France)

T +33 (0)1 45 00 48 48  
F +33 (0)1 40 67 95 67

[www.gevers.fr](http://www.gevers.fr)

-----Message d'origine-----

De : DCV/2I-PI [mailto:[dcv-2i-pi@onera.fr](mailto:dcv-2i-pi@onera.fr)] Envoyé : vendredi 13 janvier 2012 16:30 À :  
Info Bloch; Info Bloch Cc : [Florin.Paun@onera.fr](mailto:Florin.Paun@onera.fr); [Michel.humbert@onera.fr](mailto:Michel.humbert@onera.fr); Primot  
Jérôme; LACHAUD Laurence; Annick Allemand Objet : 2120 US - Déchéance de brevet

Réf. : US 6577403

Messieurs,

En consultant inopinément le registre des brevets américains de l'USPTO, j'ai constaté avec surprise que le brevet en référence était tombé dans le domaine public suite au non paiement d'une annuité (cf. document attaché).

# EXHIBIT 4

Je vous demande de confirmer cette information par retour.

Si l'ONERA est déchu des droits attachés à ce brevet, veuillez m'indiquer de quel recours il dispose actuellement pour qu'ils lui soient restitués.

Votre cabinet ayant la charge des paiements d'annuité des brevets de cette famille et l'ONERA ne vous ayant jamais donné d'instruction d'abandon de ce titre de propriété, vous comprendrez que ce dysfonctionnement ne peut rester sans suite, d'autant plus qu'il crée un préjudice certain compte tenu du contrat de licence d'exploitation en cours de validité dont ce brevet et sa famille font l'objet.

Dans l'attente de vous lire,

Hervé Lachaud

Direction du Développement Commercial et de la Valorisation Innovation Industrielle Service  
Protection et Gestion de la Propriété Industrielle

ONERA - DCV/2I-PI  
BP 80100  
91123 PALAISEAU cedex

Tél. : +33 1 80 38 67 82  
Fax : +33 1 80 38 68 95





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EXHIBITS

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<b>Patent Bibliographic Data</b>		01/17/2012 05:27 PM	
<b>Patent Number:</b>	6577403	<b>Application Number:</b>	09592963
<b>Issue Date:</b>	06/10/2003	<b>Filing Date:</b>	06/13/2000
<b>Title:</b>	ACHROMATIC OPTICAL INTERFEROMETER WITH CONTINUOUSLY ADJUSTABLE SENSITIVITY		
<b>Status:</b>	Expired for non-payment on: 06/10/2007		
<b>Window Opens:</b>	06/10/2006	<b>Surcharge Date:</b>	12/12/2006
<b>Fee Amt Due:</b>	\$0.00	<b>Surchg Amt Due:</b>	\$0.00
<b>Fee Code:</b>		<b>Total Amt Due:</b>	\$0.00
<b>Surcharge Fee Code:</b>			
<b>Most recent events (up to 7):</b>	Payor Number Assigned. 06/10/2007 Patent Expired for Failure to Pay Maintenance Fees. 12/27/2006 Maintenance Fee Reminder Mailed. — End of Maintenance History —		
<b>Address for fee purposes:</b>	DENNEMEYER & CO. LUXEMBOURG P.O. BOX 1502 L - 1015 LUXEMBOURG		
<b>NOTE: All USPTO fees are subject to change. If you are making a payment by mail or fax, please visit this link or contact the Maintenance Fee Branch (571-272-6500) to confirm the amount due on the date payment is to be made. A maintenance fee payment can be timely made using the certificate of mailing or transmission procedure set forth in 37 CFR 1.8.</b>			
<a href="#">Run Another Query</a>			

EXHIBIT 115

**Patent eBusiness**

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- Patent Application Information (PAIR)
- Patent Ownership
- Fees
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**Patent Information**

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- Search Patents & Applications
- Search Bibliocal Sequences
- Codes, Products & Services

**Other**

- Copyrights
- Trademarks
- Policy & Law
- Reports

**Patent Application Information Retrieval**

09/592,963 ACHROMATIC OPTICAL INTERFEROMETER WITH CONTINUOUSLY ADJUSTABLE SENSITIVITY 19133 View Order List

Select New Case Application Transaction History Patent Term Adjustments Fees Published Documents Attorney/Agent Foreign Priority

**Bibliographic Data**

Application Number:	09/592,963	Customer Number:	
Filing or 371 (c) Date:	06-13-2000	Status:	Patent Expired Due to NonPayment of Maintenance Fees Under 37 CFR 1.362
Application Type:	Utility	Status Date:	07-11-2007
Examiner Name:	TURNER, SAMUEL A	Location:	FILE REPOSITORY (FRANCONIA)
Group Art Unit:	2877	Location Date:	12-05-2006
Confirmation Number:	7060	Earliest Publication No:	
Attorney Docket Number:	19133	Earliest Publication Date:	
Class / Subclass:	356/521	Patent Number:	6,577,403
First Named Inventor:	Jerome Primot, Chabillon, (FR)	Issue Date of Patent:	06-10-2003
Title of Invention:	ACHROMATIC OPTICAL INTERFEROMETER WITH CONTINUOUSLY ADJUSTABLE SENSITIVITY		

**If you need help:**

- Call the Patent Electronic Business Center at (866) 217-9197 (toll free) or e-mail [EBBC@uspto.gov](mailto:EBBC@uspto.gov) for specific questions about Patent Application Information Retrieval (PAIR).
- Send general questions about USPTO programs to the [USPTO Contact Center \(UCC\)](mailto:USPTO.Contact.Center@uspto.gov).
- If you experience technical difficulties or problems with this application, please report them via e-mail to [Electronic Business Support](mailto:Electronic.Business.Support@uspto.gov) or call 1 800-786-9199.

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<b>Patent Bibliographic Data</b>		<b>01/17/2012 05:27 PM</b>	
<b>Patent Number:</b>	6577403	<b>Application Number:</b>	09592963
<b>Issue Date:</b>	06/10/2003	<b>Filing Date:</b>	06/13/2000
<b>Title:</b>	ACHROMATIC OPTICAL INTERFEROMETER WITH CONTINUOUSLY ADJUSTABLE SENSITI		
<b>Status:</b>	Expired for non-payment on: 06/10/2007		
<b>Window Opens:</b>	06/10/2006	<b>Surcharge Date:</b>	12/12/2006
<b>Fee Amt Due:</b>	\$0.00	<b>Surchg Amt Due:</b>	\$0.00
<b>Fee Code:</b>		<b>Total Amt Due:</b>	\$0.00
<b>Surcharge Fee Code:</b>			
<b>Most recent events (up to 7):</b>	Payor Number Assigned. Patent Expired for Failure to Pay Maintenance Fees. Maintenance Fee Reminder Mailed. — End of Maintenance History —		
<b>Address for fee purposes:</b>	DENNEMEYER & CO. LUXEMBOURG P.O. BOX 1502 L-1015 LUXEMBOURG		
<b>NOTE: All USPTO fees are subject to change. If you are making a payment by mail or fax, please visit this link or contact the Maintenance Fee Branch (571-272-6500) to confirm the amount due on the date payment is to be made. A maintenance fee payment can be timely made using the certificate of mailing or transmission procedure set forth in 37 CFR 1.8.</b>			
<a href="#">Run Another Query</a>			

**Patent eBusiness**

- Electronic Filing
- Patent Application Information (PAIR)
- Patent Ownership
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**Patent Information**

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- Codes, Rules & Manuals
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- Search Patents & Applications
- Search Biological Sequences
- Codes, Products & Services

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**Patent Application Information Retrieval**

09/592,963 ACHROMATIC OPTICAL INTERFEROMETER WITH CONTINUOUSLY ADJUSTABLE SENSITIVITY 19133 View Order List

Order Certified File Wrapper

Selected New Case Application Transaction History Patent Term Adjustment Foreign Priority Fees Published Documents Attorney/Agent

**Bibliographic Data**

Application Number:	09/592,963	Customer Number:	
Filing or 371 (c) Date:	06-13-2000	Status:	Patent Expired Due to NonPayment of Maintenance Fees Under 37 CFR 1.362
Application Type:	Utility	Status Date:	07-11-2007
Examiner Name:	TURNER, SAMUEL A	Location:	FILE REPOSITORY (FRANCONIA)
Group Art Unit:	2877	Location Date:	12-05-2006
Confirmation Number:	7060	Earliest Publication No:	
Attorney Docket Number:	19133	Earliest Publication Date:	
Class / Subclass:	356/521	Patent Number:	6,577,403
First Named Inventor:	Jerome Primot, Chatillon, (FR)	Issue Date of Patent:	06-10-2003
Title of Invention:	ACHROMATIC OPTICAL INTERFEROMETER WITH CONTINUOUSLY ADJUSTABLE SENSITIVITY		

**If you need help:**

- Call the Patent Electronic Business Center at (866) 217-9197 (toll free) or e-mail [EBCC@USPTO.gov](mailto:EBCC@USPTO.gov) for specific questions about Patent Application Information Retrieval (PAIR).
- Send general questions about USPTO programs to the [USPTO Contact Center \(UCC\)](mailto:USPTO.Contact.Center@USPTO.gov).
- If you experience technical difficulties or problems with this application, please report them via e-mail to [Electronic Business Support](mailto:Electronic.Business.Support@USPTO.gov) or call 1 800-786-9199.

You can suggest USPTO webpages or material you would like featured on this section by E-mail to the [webmaster@uspto.gov](mailto:webmaster@uspto.gov). While we cannot promise to accommodate all requests, your suggestions will be considered and may lead to other improvements on the website.

**EXHIBIT 6**

From: Henriette BUIILLAS  
Sent: Monday 23 January 2012 10:12  
To: Roland Lapoux; Daniel David  
Subject: RE:ONE0008US 09/592,963-6,577,403;ID5025673;RE:2120 US-Lapse of patent

.....  
.....  
Good morning M. Lapoux,

Denemeyer did not receive Martinet & Lapoux Office instructions between 2006 and 2007 to pay the first maintenance fee.  
They have this patent in their database since June 13 2009.

Sincerely yours,

Henriette BUIILLAS  
.....  
.....

EXHIBIT 6

From: Henriette BULLAS  
Sent: lundi 23 janvier 2012 10:12  
To: Roland LAPOUX; Daniel DAVID  
Subject: RE: ONE0008US 09/592,963-6,577,403; ID 5025673; RE: 2120 US -  
Déchéance de brevet

European, Benelux, French & Swiss Trade Mark and Design Attorneys  
European, Belgian, Dutch, French & Swiss Patent Attorneys      GEVERS

Bonjour M. Lapoux,

Dennemeyer n'a pas reçu d'instructions du Cabinet Martinet & Lapoux entre 2006 et 2007 de payer la première annuité.

Ils ont ce brevet dans leur base de données que depuis le 13 juin 2009.

Cdt,

--

Henriette BULLAS  
Assistant - Annuities and validation Department

GEVERS FRANCE

Rue de Turin, 23Bis  
75008 Paris (France)

T +33 (0)1 45 00 48 48

F +33 (0)1 40 67 95 67

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GEVERS      Please consider the environment before printing this e-mail

**EXHIBIT 7**

.....  
O.N.E.R.A. 6 DCV -ND  
Office National d'Etudes et de Recherches Aérospatiale  
Dir. Nouveaux Développements  
29 av de la Division Leclerc  
92322 CHATILLON Cédex

Attn : Mrs. Lachaux

Diegem, September 02, 2010

O/Ref. : 9049322

**First annuities reminder**

Please forward to us your instructions, at the latest November 10, 2010, by checking the appropriate box.

Unless instructed to the contrary before this date, we shall pay this annuity the annuity (these annuities).

.....  
.....

Owner Y/Ref.	Patent number (Application number)	Annuity Country	Due date	Amount	Pay	Abandon
.....	.....	.....	.....	.....	.....	.....
ONERA	6577403 (09/592963)	02 USA	December 10, 2010	2221€	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....

Date:

Signature:

(2)



A10252561/314677 (AH) (M)

EXHIBIT 7

MORE THAN A MARK

O.N.E.R.A. - DCV - ND  
Office National d'Etudes et de Recherches Aérospace  
Dir. Nouveaux Développements  
29 av. de la Division Leclerc  
92322 CHATILLON Cédex  
FRANCE

A l'attention de Mme. Lachaux

Diegem, le 2 septembre 2010

N/Réf. : 9049322

**PREMIER RAPPEL D'ÉCHÉANCES D'ANNUITÉS**

Veuillez nous faire parvenir vos instructions, au plus tard le 10 novembre 2010, en cochant la case appropriée. Sauf instruction contraire de votre part avant cette date, nous effectuerons le paiement de l'annuité (des annuités).

*Les montants mentionnés dans le tableau ci-dessous comprennent toutes les taxes. Ils peuvent éventuellement varier en fonction d'un changement de tarif et/ou de taux de change dans le(s) pays concerné(s).*

Titulaire V/Réf.	Brevet # (Demande #)	Annuité # Pays	Échéance	Montant	Payer	Aban- donner
ONERA FR9816079	2787583 (9816079)	13 France	17 décembre 2010	405 EUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ONERA FR9907804	6577403 (09/592963)	02 Etats-Unis d'Amérique (USA)	10 décembre 2010	2221 EUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ONERA FR0116898	2834072 (0116898)	10 France	26 décembre 2010	285 EUR	<input type="checkbox"/>	<input type="checkbox"/>
ONERA FR0116898	- (02799836.8)	09 Europe (OEB)	19 décembre 2010	1435 EUR	<input type="checkbox"/>	<input type="checkbox"/>

Date :

Signature :



**EXHIBIT 8**

DENNEMEYER & Co  
Boîte postale 1502  
1015 LUXEMBOURG

By FAX:352499841220

O/Ref.: 20001600/4

Diegem, November 26, 2010

**Instructions of annuities payment**

Please proceed to the payment of the below annuities:

Please acknowledge receipt of our payment order by return.

.....  
.....

Annuities service

Anne Hottat

Country	Patent number (Application number)	Filing date	Annuity	Due date	Owner
.....	.....	.....	.....	.....	.....
USA	6577403 (09/592963)	13/06/2000	Annuity n°2	21/10/2010	ONERA
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....



10265163/277482

DENNEMEYER & CO.  
Boîte Postale 1502  
1015 LUXEMBOURG  
LUXEMBOURG

EXHIBIT 8

MORE THAN A MARK

PAR FAX : 352499841220

N/Réf. : 20001600/4

Diegem, le 26 novembre 2010

**INSTRUCTION DE PAIEMENT D'ANNUITE**

Veuillez procéder au paiement de(s) l'annuité(s) reprise(s) ci-dessous.

Nous vous prions de bien vouloir accuser réception du présent ordre en nous retournant le document ci-joint.

Avec nos remerciements, veuillez agréer, Messieurs, l'expression de nos sentiments distingués.

Service Annuités

Anne Hottat

Pays	Brevet # (Demande #)	Date de dépôt	Annuité #	Date échéance	Titulaire
Italie	1998628 (07712183.8)	08/02/2007	Annuité n° 05	08/02/2011	FUJI OIL EUROPE
Etats-Unis d'Amérique (USA)	6577403 (09/592963)	13/06/2000	Annuité n° 02	10/12/2010	ONERA
Slovaquie	1541784 (03447288.6)	12/12/2003	Annuité n° 08	12/12/2010	DE TROOSTEMBERGH- ...
Corée du Sud	413296 (997003810)	31/10/1996	Annuité n° 08	17/12/2010	Interbrew S.A.
Luxembourg	2062497 (07022156.9)	15/11/2007	Annuité n° 04	15/11/2010	Schmidt, Jürgen

**GEVERS RENEWALS**

a division of NV **GEVERS & VANDER HAEGHEN SA**  
Holidaystraat, 5  
B-1831 Diegem - Brussels (Belgium)

T : +32 2 715 37 11  
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patents@gevers.eu  
www.gevers.eu

VAT-BTW-TVA : BE 0451 659 120  
TR Brussels - RPM Bruxelles  
BE87 732 0047379 94 CREGBEBB (CBC)  
BE53 310 1012647 53 BBRUBEBB (ING)

**EXHIBIT 9**

Dennemeyer & Co Sarl  
Luxemburg  
P.O.Box 1502  
L-1015 Luxemburg

**DEBIT NOTE**

Gevers & Vander Haeghen  
Attn: Mrs. Anne Hottat  
Holidaystraat 5  
1831 Diegem (Brussels)  
Belgium

VAT number : BE 0451 659 120

.....  
.....  
.....  
.....

Debit note number : 397133

Page : 1/1

Debit note date : December 03, 2010

Your Ref. :	Country	Kind	Status	Origin	Number	Year	License	Due date	Amount €
..... .....	..... .....	..... .....	..... .....	..... .....	..... .....	..... .....	..... .....	..... .....	..... .....
314677 8017377	USA	Patent	Granted	Nat.	6577403	8		Dec.10.2010	1,9,67,86
Total of the page :									4,024,09

.....  
.....  
.....  
.....  
.....

(5)

Dennemeyer & Co Sàrl  
Luxembourg  
P.O.Box 1502  
L-1015 Luxembourg

07-12-2010

FACTURE

Code Client 2724\_001

GEVERS & VANDER HAEGHEN  
ATTN. MME ANNE HOTTAT  
HOLIDAYSTRAAT 5  
1831 DIEGEM (BRUSSELS)  
BELGIUM

VAT Number: BE 0451 659 120

Centre de frais

Facture due pour le paiement des annuités mentionnées ci-dessous. Les quittances officielles vous parviendront dès réception.

Veillez noter: Cette facture est à payer dans les 30 jours. Le paiement total doit donc nous parvenir avant le 2 janvier 2011.  
Veillez nous indiquer le numéro de facture avec chaque paiement, qu'il soit effectué par virement ou par chèque.  
Des frais supplémentaires et des intérêts de retard pourront être ajoutés pour toute facture impayée, une fois sa date de paiement dépassée.

No de Facture: 397133  
Page: 1/1

Date de facturation: 3 décembre 2010

Votre référence	Pays	Kind	Statut	Origine	Numéro	Année	Licence	Echéance	Montant EUR
302818 8002200	CHINA	patent	granted	p.c.t.	200480038692-3	7		14-Dec-2010	278.07
312538 132877 95663	CANADA	patent	granted	nat	2358540	12		14-Dec-2010	208.99
312538 132878 90059	CHINA	patent	granted	p.c.t.	99814790-7	12		14-Dec-2010	514.56
312903 8012123	UNITED KINGDOM	patent	granted	europ	1541784	8		12-Dec-2010	167.21
312903/8012120	SLOVAK REP.	patent	granted	europ	1541784	8		12-Dec-2010	203.00
313220 8027386	LUXEMBOURG	patent	granted	europ	1838698	6		30-Dec-2010	69.00
314045 8000533	KOREA (SOUTH)	patent	granted	p.c.t.	413296	8		17-Dec-2010	615.40
314677 8017377	UNITED STATES	patent	granted	nat	6577403	8		10-Dec-2010	1,967.86

Total de la page 4,024.09

Téléphone: ++352 49 98 41-1  
Fax: ++352 49 98 41-220  
eMail: taxes@dennemeyer.com  
Numéro de TVA: LU 12748436

BANK DETAILS:  
BGL BNP PARIBAS  
Code SWIFT: BGLL LULL  
Account: IBAN LU24 0030 2413 1467 1300

Taxe due par le preneur (Article 198 de la Directive 2006/112/CE du Conseil).

Nous vous informons que nos clients sont entièrement responsables pour tous frais de banque, administratifs, taxes, et autres charges qui s'appliquent lors d'un paiement.

Veillez nous soumettre toute modification dans votre adresse.

Total hors commission 3,944.09  
Commission pour 8 cas 80.00

TOTAL à payer en EUR 4,024.09  
A payer avant le 2 janvier 2011

11 3645

**EXHIBIT 10****DENNEMEYER****GEVERS – VANDER HAEGHEN**

ATTN : Mrs Anne Hottat  
Holidaystraat 5  
1831 Diegem (Brussels)  
Belgium

VAT number: BE 0451 659 120

**Credit note n°399593****Page 1/1**

December 10, 2010

**Total to reimburse -1,942,86 EUR****DETAILS**

<b><u>Reference</u></b>	<b><u>Country</u></b>	<b><u>Number</u></b>	<b><u>Due date</u></b>	<b><u>Amount</u></b>	<b><u>Currency</u></b>
314677 8017377 US		6577403	12/10/2010		
-refund of the 08 annual fee				-1,942,86	EUR
-patent expired for non-payment on 06/10/2007					
<b>Total to reimburse</b>				<b>-1,942.86</b>	<b>EUR</b>

14-12-2010



DENNEMEYER  
First choice in IP

171492 EXHIBIT 10

1088208

DENNEMEYER & Co. S.à.r.l. 55, rue des Bruyères, L-1274 Howald

GEVERS VANDER HAEGHEN  
ATTN. MME ANNE HOTTAT  
HOLIDAYSTRAAT 5  
1831 DIEGEM (BRUSSELS)  
BELGIUM

VAT Number: BE 0451 659 120

CREDIT NOTE N°	399593
Page	1/1
10 décembre 2010	
TOTAL TO REIMBURSE	-1,942.86 EUR

2724/001

**DETAILS**

Reference	Country	Number	Due Date	Amount	Currency
314677 8017377	US	6577403	10/12/2010	-1,942.86	EUR
- Remboursement de la 8eme annuité - Patent expired for non-payment on 06/10/2007					

TOTAL TO REIMBURSE -1,942.86 EUR

9049322  
314677.

Taxe due par le preneur (Article 196 de la Directive 2006/112/CE du Conseil).

Telephone: +352 49 98 41-1  
Telefax: +352 49 98 41-220  
eMail: taxes@denneymeyer.com

VAT Number: LU 12748436

BANK DETAILS:  
BGL BNP PARIBAS  
Code SWIFT: BGLL LULL  
Account: IBAN LU24 0030 2413 1467 1300

DENNEMEYER & COMPANY, société à responsabilité limitée  
Street address: 55, rue des Bruyères, L-1274 Howald, Luxembourg; Mailing address: P.O. Box 1502, L-1015 Luxembourg;  
R.C.S. Luxembourg B 21880, TVS Europe: VAT LU 1274 8436; Managing Director: Dr. Reinhold Nowak;


info@denneymeyer.com  
www.denneymeyer.com

EXHIBIT 11

[Fermer la fenêtre](#)

## Détail de l'opération

Titulaire	MARTINET ET LAPOUX SARL
Compte	08998 070570T Compte Courant
Montant	1 639,27 EUR
Libellé	VIREMT ONERA Chatillon ) 276121 30003 04260 00020010421 / 6578 -
Date de l'opération	10/11/2006
Date de valeur	11/11/2006
Nature de l'opération	VIREMENTS RECUS
Code CFONB	18

 Imprimer cette page

20/11/06

16:11:36



## RELEVÉ DE COMPTE COURANT

EXHIBIT 12

AU 10.11.2006 - N° 155

**RELEVÉ D'IDENTITÉ BANCAIRE**

CREDIT LYONNAIS  
MONTIGNY ST QUENT VIL  
6 PASSAGE DES LOMBARDS  
78180 MONTIGNY LE BRETONNEUX

-----Titulaire du compte-----  
MARTINET ET LAPOUX SARL

-----Domiciliation-----  
MONTIGNY ST QUENT VIL (08998)

-----Références bancaires nationales - RIB-----  
Banque    Indicateur    N° de compte    Clé  
30002    08998    0000070570T    08

-----Références bancaires internationales-----  
IBAN : FR64 3000 2089 9800 0007 0570 T08  
BIC : CRLYFRPP

5439/1/ 08998 29300  
G2014DP73458 0047  
MARTINET ET LAPOUX SARL

BP 405

78055 ST QUENTIN YVELINES CEDEX

Votre conseiller(e), **PATRICE LACAZE**, est à votre disposition au 01 39 30 63 92.

DATE	VOS OPERATIONS	VALEUR	DEBIT en EUROS	CREDIT en EUROS	SOIT en FRANCS
	<b>ANCIEN SOLDE</b>			40 215,25	+ 263 794,75
30.10	FRAIS VIREMENT PERMANENT DONT TVA 19,60% 0,18	29.10	1,10		- 7,22
	<b>SOLDE INTERMEDIAIRE A FIN OCTOBRE</b>			40 214,15	+ 263 787,53
02.11	O/ACHAT USD 0211062451024001	31.10	3 156,68		- 20 706,46
02.11	CIONS/O/TRANSF 0211062451024501	31.10	18,24		- 119,65
02.11	CIONS/O/TRANSF 0211062451024511	31.10	18,24		- 119,65
02.11	O/DE TRANSFERT0211062451024503	31.10	5 441,06		- 35 691,01
02.11	CIONS/O/TRANSF 0211062451024503	31.10	31,10		- 204,00
02.11	O/DE TRANSFERT0211062451024502	31.10	3 097,45		- 20 317,94
02.11	CIONS/O/TRANSF 0211062451024502	31.10	31,10		- 204,00
02.11	O/DE TRANSFERT0211062451024521	31.10	6 783,98		- 44 499,99
02.11	CIONS/O/TRANSF 0211062451024521	31.10	3,90		- 25,58
02.11	O/DE TRANSFERT0211062451024522	31.10	1 845,80		- 12 107,65
02.11	CIONS/O/TRANSF 0211062451024522	31.10	3,90		- 25,58
02.11	ABON LCL ACCESS 008,36EUR HT +01,64 EUR (TVA 19,60%)	02.11	10,00		- 65,60
02.11	ABONNN CONVENTION PROFESSIONNEL DONT TVA 000,87	02.11	8,87		- 58,18
02.11	CHQ. 8296575	31.10	15,65		- 102,66
02.11	CHQ. 9008625	31.10	522,42		- 3 426,85
03.11	O/DE TRANSFERT0311062451024527	02.11	2 328,24		- 15 272,25
03.11	CIONS/O/TRANSF 0311062451024527	02.11	3,90		- 25,58
03.11	CHQ. 8296577	01.11	15,35		- 100,69
03.11	CHQ. 9008618	01.11	2 285,00		- 14 988,62
06.11	06518307CR06518307CR R007694022 PRELEV VOLKSWAGEN FINANCE S.A.	05.11	168,63		- 1 106,14







## RELEVÉ DE COMPTE COURANT

EXHIBIT 12

AU 10.11.2006 - N° 155

MARTINET ET LAPOUX SARL

Indicatif : 8998

Compte : 70570 T

DATE	VOS OPERATIONS	VALEUR	DEBIT en EUROS	CREDIT en EUROS	SOIT en FRANCS
06.11	PREL. R.O53T11 1481275115223 PRELEV R.A.M P.L. PARIS IDF	05.11	271,00		- 1 777,64
06.11	VIREMT ONERA Chatillon	07.11		4 356,89	+ 28 579,32
06.11	CHQ. 9008624	04.11	526,11		- 3 451,06
06.11	CHQ. 9008628	04.11	201,70		- 1 323,07
06.11	CHQ. 9008630	04.11	133,07		- 872,88
07.11	REMISE DE CHEQUES	10.11		5 432,26	+ 35 633,29
07.11	CHQ. 9008629	05.11	18,42		- 120,83
08.11	O/DE TRANSFERT0811062451024519	07.11	2 069,86		- 13 577,39
08.11	CIONS/O/TRANSF 0811062451024519	07.11	3,90		- 25,58
08.11	CHQ. 9008627	06.11	1 746,99		- 11 459,50
09.11	T.V.5. (EUR)	10.11		448,14	+ 2 939,61
	VIREMT T.V.5.				
09.11	CHQ. 9008623	07.11	315,98		- 2 072,69
09.11	CHQ. 9008626	07.11	902,84		- 5 922,24
10.11	FAC000130593 /02516560001	11.11		2 249,11	+ 14 753,19
	VIREMT GEMPLUS SA KF				
10.11	VIREMT ONERA Chatillon	11.11		1 639,27	+ 10 752,91
10.11	CHQ. 8296580	08.11	65,40		- 429,00
	TOTAUX		32 045,88	54 340,92	
	SOLDE EN EUROS			22 295,04	
	SOIT SOLDE EN FRANCS				+ 146 245,88

Comptabilité 100 13.03

Date de tirage 30/01/07

à 10:38:14

Page : 2

Date	C.j	Ref. pièce	Libellé écriture	let pièce	Mouvement débit	Mouvement crédit	Solde progressif
00NERA			ONERA - Direction DAJ	Report	82 751,26	77 417,95	5 333,31
220806	001	onerpouit	6502 11a 1338792 10/12	V08064 N	519,72		5 853,03
300806	001	one0016	492 eturrech 06300394.1 haïdar	V08050 L	751,66		6 604,69
300806	001	one0016	NC 17 rbst partiel tx rech06300394.	V08053 M		720,00	5 884,69
310806	001	one0018	497 dep pct050833 le traon	V08071 N	4 356,89		10 241,58
050906	001	one0012	503 letof 10854428 guerineau	V09005 K	745,32		10 986,90
180906	001	onerdirass	6516 17a 2668304 17/10	V09076 N	915,04		11 901,94
180906	001	onermuller	6517 17a 2669426 16/11	V09077 N	915,04		12 816,98
180906	001	one0001	6518 9a 2784179 01/10	V09078 N	279,47		13 096,45
180906	001	one0005	6519 8a 1123511 13/10	V09079 N	279,47		13 375,92
180906	001	one0005	6520 8a 753754 13/10	V09080 N	448,00		13 823,92
180906	001	one014	6521 3a 0411116 19/10	V09081 N	114,89		13 938,81
180906	001	one0006	6522 8a 2801109 12/11	V09082 N	279,47		14 218,28
180906	001	one0005	6523 8a 69930652.3 13/10	V09083 N	561,39		14 779,67
180906	001	one0005	6524 8a 1123511 13/10	V09084 N	465,91		15 245,58
180906	001	onermaison	6525 20a 2622979 06/11	V09085 N	915,04		16 160,62
200906	001	oneletraon	6541 11a 0852726 23/09	V09100 N	518,37		16 678,99
200906	001	oneletraon	6542 7a 0852726 23/09	V09101 N	967,93		17 646,92
200906	001	oneletraon	6543 11a es2140134 23/09	V09102 N	639,38		18 286,30
200906	001	oneletraon	6544 11a 0852726 23/09	V09103 N	621,87		18 908,17
200906	001	one0011	6545 5a 02799836.8 19/12	V09104 N	788,38		19 696,55
200906	001	one0011	6546 6a 2834072 26/12	V09105 N	279,47		19 976,02
200906	001	one0003	6547 9a 2787583 17/12	V09106 N	279,47		20 255,49
200906	001	onerduchen	6548 20a 8717322 11/12	V09107 N	915,04		21 170,53
200906	001	oneletraon	6549 11a 69605680.1 23/09	V09108 N	961,37		22 131,90
200906	001	oneletraon	6550 11a 0852726 23/09	V09109 M	549,80		22 681,70
200906	001	oneletraon	6551 11a 2233374 23/09	V09110 N	519,72		23 201,42
200906	001	oneletraon	6552 11a 000375 23/09	V09111 N	918,67		24 120,09
200906	001	oneletraon	6553 11a 51834 23/09	V09112 N	584,70		24 704,79
200906	001	oneletraon	6554 11a 0852726 23/09	V09113 N	728,77		25 433,56
200906	001	oneletraon	6555 11a 0852726 23/09	V09114 N	668,80		26 102,36
200906	001	oneletraon	6556 11a 96197214.9 23/09	V09115 N	933,87		27 036,23
200906	001	oneletraon	6557 11a 98031404 23/09	V09116 N	698,43		27 734,66
290906	003	cl vir<	cl onera rgt 503	B09086 K		745,32	26 989,34
181006	003	cl vir<	cl rgt onera ???????	B10050 N		13 658,42	13 330,92
181006	003	cl vir<	cl rgt onera	B10051 N		3 059,26	10 271,66
231006	001	one0008	6578 1a US 09592963 06/03	V10069 N	1 639,27		11 910,93
241006	003	cl vir<	cl rgt onera 492	B10066 L		751,66	11 159,27
301006	003	cl vir<	cl onera rgt	B10094 M		5 163,11	5 996,16
301006	001	one0017	610 pct 2005/00988 le traon	V10045 O	3 860,27		9 856,43
311006	001	one0004	618 req ex 500885 barricaud	V10053 P	1 724,19		11 580,62
061106	003	cl vir<	cl onera rgt 497	B11006 N		4 356,89	7 223,73
101106	003	cl vir<	cl onera rgt 6578	B11010 N		1 639,27	5 584,46
211106	001	one0011	6584 5a SG 2003-04539 12/02	V11040 R	370,84		5 955,30
221106	001	one0017	657 dep 11568644 letraon	V11110 T	7 927,92		13 883,22
221106	001	one0017	658 dep pctfr0500988 le traon	V11111 V	4 054,55		17 937,77
221106	001	one0017	659 dep pctfr0500988 le traon	V11112 S	8 066,05		26 003,82
281106	003	cl vir<	cl onera rgt 610	B11097 O		3 860,27	22 143,55
291106	001	one0017	676 deppctfr05/00988 le traon	V11123 Q	2 704,01		24 847,56
051206	001	one0018	691 retrait brev pct050833 letraon	V12007 W	260,54		25 108,10
071206	003	cl vir<	cl onera rgt 618	B12006 P		1 724,19	23 383,91
131206	001	one0017	703 valRU pct00988	V12019 V	6 360,14		29 744,05
A reporter					142 840,39	113 096,34	29 744,05

# Journal

EXHIL 14

CABINET MARTINET & LAPOUX

003

Banques / Caisse

novembre 2006

Tenue de compte : €

Comptabilité 100 13.03

Date de tirage 06/04/07

à 16:46:42

Page : 3

Jour	N° pièce	N° compte	N° tiers	Libellé écriture	Mvts débit	Mvts crédit
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Report					33 506,32	33 503,06
081106	B11071	445600		cl frais/ vir>	0,64	
081106	B11071	512101		cl frais/ vir>		3,90
091106	B11012	411010	0TV5	cl TV5 rgt 553		448,14
091106	B11012	512101		cl TV5 rgt 553	448,14	
091106	B11033	600000		117498 dep cnet06291	525,00	
091106	B11033	512102		177498 dep cnet06291		525,00
101106	B11010	411010	0ONERA	cl onera rgt 6578		1 639,27
101106	B11010	512101		cl onera rgt 6578	1 639,27	
101106	B11021	411010	0GEMPL	cl gemplus rgt480		2 249,11
101106	B11021	512101		cl gemplus rgt480	2 249,11	
131106	B11022	512102		cl approvt cpte impi	5 000,00	
131106	B11022	512101		cl approvt cpte impi		5 000,00
131106	B11035	600000		181285dep0654864 cnet06322	845,00	
131106	B11035	512102		181285dep0654864 cnet06322		845,00
131106	B11039	401010	0TIMBR	lp rgt la poste	491,80	
131106	B11039	514000		lp rgt la poste		491,80
131106	B11052	401020	FLUDENNE	cl rgt dennemeyer f10/2006	1 313,21	
131106	B11052	512101		cl rgt dennemeyer f10/2006		1 313,21
131106	B11053	401010	5COMPU	thomson compu rgt f08/09	449,82	
131106	B11053	512101		thomson compu rgt f08/09		449,82
141106	B11017	411010	0FR3	cl rgt france 3 539/540		1 322,77
141106	B11017	512101		cl rgt france 3 539/540	1 322,77	
141106	B11034	600000		179466pub99107947.6 bec0085	35,00	
141106	B11034	512102		179466pub99107947.6 bec0085		35,00
141106	B11043	625700		réception ch	23,58	
141106	B11043	445600		réception ch	4,62	
141106	B11043	512101		réception ch		28,20
141106	B11059	401010	4ICARE	cl rgt icare	55,00	
141106	B11059	512101		cl rgt icare		55,00
141106	B11060	401010	0ORANG	cl rgt internet orange	41,86	
141106	B11060	512101		cl rgt internet orange		41,86
151106	B11023	512103		cl approvt cpte OEB	3 000,00	
151106	B11023	512101		cl approvt cpte OEB		3 000,00
151106	B11024	627500		cl frais /appro> oeb	3,26	
151106	B11024	445600		cl frais /appro> oeb	0,64	
151106	B11024	512101		cl frais /appro> oeb		3,90
151106	B11036	600100		oeb txes dés,exa cnet05119	2 050,00	
151106	B11036	512103		oeb txes dés,exa cnet05119		2 050,00
151106	B11044	625100		cl déplacements	6,10	
151106	B11044	512101		cl déplacements		6,10
161106	B11037	600100		oeb txes dep,dés,exa cnet05023	2 220,00	
161106	B11037	512103		oeb txes dep,dés,exa cnet05023		2 220,00
171106	B11015	411010	0TDF	cl tdf rgt 521		232,02
171106	B11015	512101		cl tdf rgt 521	232,02	
A reporter					55 463,16	55 463,16

## Exhibit 15

O.N.E.R.A -DCV -ND  
Office National d'Etudes et de Recherches Aérospace  
Dir. Nouveaux Développements  
29 av. de la Division Leclerc  
92322 CHATILLON Cédex  
France

Your VAT number : FR36775722879

Your Ref. :  
Our Ref. : 9049322

### DEBIT NOTE N°1093844 of December 10, 2010

Owner Y/Ref. :	Patent number (Application number)	Annulty Country	Due date	Amount
ONERA FR9907804	6577403 (09/592963)	02 USA	10 december 2010	2221 EUR

TOTAL PAYABLE : EUR 2221,00
-----------------------------

## Exhibit 15

10267787 / 314677 (AH)

O.N.E.R.A. - DCV - ND  
Office National d'Etudes et de Recherches Aérospatiale  
Dir. Nouveaux Développements  
29 av. de la Division Leclerc  
92322 CHATILLON Cédex  
FRANCE

Votre numéro de TVA : FR36775722879

Votre Réf. :  
Notre Réf. : 9049322

### NOTE DE DEBIT No. 1093844 du 10 décembre 2010

Titulaire V/Réf.	Brevet # (Demande #)	Annuité # Pays	Échéance	Montant
ONERA FR9907804	6577403 (09/592963)	02 Etats-Unis d'Amérique (USA)	10 décembre 2010	2221 EUR

Total à payer : EUR 2.221,00

Délai de paiement :	Au comptant
A mentionner lors du paiement :	314677 F1093844
Références bancaires :	IBAN : BE87 732 0047379 94 / BIC : CREGBEBB